

Clinton AFSCME #888 (Parks) (Public Works) (Transit) 7/1/2006 6/30/2009

AGREEMENT BETWEEN THE CITY OF CLINTON, IOWA AND
LOCAL 888 OF THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

FISCAL YEAR 2006-2007
FISCAL YEAR 2007-2008
FISCAL YEAR 2008-2009

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2006-2007 FISCAL YEAR
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PREAMBLE

This agreement, entered into by the City of Clinton, Iowa, hereinafter referred to as the Employer, and Local 888, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other matters as set forth in Chapter 20.9 of the Code of Iowa.

ARTICLE I - RECOGNITION

The Employer recognizes the Union and agrees to consult with the Union on the formulation and implementation of personnel policies and practices and matters affecting its members. The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the following bargaining units.

All employees of the Water Pollution Control and Street Divisions of the Public Works Department.

All employees of the Parks and Recreation Department.

All employees of the Municipal Transit Administration.

Excluded from the above bargaining units are all elected officials, members of board or commissions, supervisory personnel, confidential employees, parking control officers, program supervisor, program coordinator, engineering aide, survey foreman, draftsman and clerical employees.

After working four consecutive months, temporary or seasonal employees become covered under this agreement. Subject to the preceding sentence employees who work more than 34 hours per week shall be entitled to all rights, benefits and conditions of employment under this agreement. Subject to the first sentence of this paragraph, employees who work 34 hours or less per week shall be eligible to receive all rights, benefits and conditions of employment under this agreement with the exception they shall not receive vacation, insurance, sick leave or any other paid leaves or holidays, but they shall be paid time and one half (1 ½) their rate of pay for each hour worked on President's Day, Good Friday, Veteran's Day and Day after Thanksgiving Holidays.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any

individual, group or organization for the purpose of undermining the Union or which is in conflict with this agreement.

ARTICLE II - MANAGEMENT RIGHTS

It is agreed that all powers, rights and authority possessed by the Employer relating to the management and operation of the department of the City, including the following, as set forth in Chapter 20.7 of the current Code of Iowa are expressly retained by the Employer unless specifically modified by the terms of this agreement.

20.7 Public Employer Rights. Public employers shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty and right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

ARTICLE III - CHECK-OFF

Section 1. The Employer agrees to deduct the union membership initiation fee, assessments and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to AFSCME/Iowa Council 61 within 10 working days after such deductions are made out of the 2nd pay period of the month. The Union member may terminate the dues check-off at any time by giving thirty (30) days written notice.

Section 2. Authorization for Payroll Deduction.

By: _____
Last Name First Name Middle Name Date

TO: CITY OF CLINTON, IOWA _____
Department

I hereby request and authorize you to deduct from my earnings an amount sufficient to provide for the regular payment of the current rate of monthly union membership dues established by AFSCME/Council 61 Local Union No. 888.

ARTICLE IV - HOURS OF WORK

Those employees working on continuous operations shall be addressed below in a separate section.

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by a meal break not to exceed one-half (1/2) hour. This section shall not apply to full and part time fixed route bus drivers, part-time paratransit drivers and full-time paratransit drivers of the Transportation Department.

Section 2. Work Week. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Fridays, except for employees working continuous operations and employees of the Transportation Department.

Section 3. Work Shift. Eight (8) consecutive hours of work, excluding meal break, shall constitute a work shift. All employees shall be scheduled to work on a regular shift and each work shift shall have a regular starting and quitting time. This section shall not apply to fixed route bus driver, part-time paratransit drivers and full-time paratransit drivers of the Transportation Department.

Section 4. Work Shift (Transit). Work schedules showing the employee's shifts, work day and hours shall be posted on the division bulletin boards at all times. If a work schedule is changed the Employer will give one week's notice of said change. The Employer will not change the work schedule except for reasonable cause and to improve operational efficiency.

Section 5. Work Schedule. Work schedules showing the employees' shifts, work day and hours shall be posted on division bulletin boards at all times. If a work schedule is changed the employer will give one week's notice of said change. The employer will not change the work schedule except for reasonable cause and to improve operational efficiency. The employer will post at the Streets Division the street sweeping schedule at least 30 days prior to each sweeping.

Night-time street sweeping shall be scheduled to commence Thursdays at 11:00 p.m. and conclude Fridays at 7:30 a.m. unless Friday is a holiday in which case the night-time street sweeping will be on Wednesday evening. In the event that adverse weather conditions preclude the employee(s) from sweeping on Wednesday evening or Thursday evening, the employee(s) shall be rescheduled to work the day shift the next day, and the requirements in Article 12, section 1, and the schedule change advance notice in paragraph one above, both do not apply

Section 6. Continuous Operations. This section refers only to those employees currently on continuous operations schedule. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5), eight (8) hour days. The present schedule will be maintained.

Section 7. Job Classifications and Assignments. Job titles of employees in the Skilled Laborer I and II and the Park Laborer I's classification shall be their specific skilled trade, i.e.: carpenter, electrician, plumber, equipment operator, painter, etc.

Personnel files, records, all correspondence and the employee board at the Ericksen Center shall contain these job titles. Any employee who is required to provide tools of his trade as a condition of employment will be assigned to those jobs first. This does not preclude the assigning of other employees to these jobs as additional help or in emergency situations.

ARTICLE V - WORK BREAKS

Section 1. Rest Periods. All employee's work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. Employees who are authorized to work two hours or more beyond their regular quitting time shall receive a fifteen (15) minute rest period before they start to work such overtime. In addition, they shall be granted the regular rest periods that occur during the shift. This section shall not apply to full and part time fixed route bus drivers, part-time paratransit drivers and full-time paratransit drivers of the Transportation Department who will be allowed to take rest periods as they were prior to this agreement, if feasible.

Section 2. Meal Periods. Employees shall be granted a meal period, without pay, during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. On continuous operations, employees' meal periods will continue as in the past. The employer shall furnish a meal at a local restaurant at a cost not to exceed \$8.00, and time to eat the meal with no deduction for time to eat the meal from the employee's pay to any employee who is required to and does work beyond the end of his shift through a regular meal period. Employees required to report to duty before the beginning of their shift and who are required to work and do work before the beginning of their shift through a regular meal period shall be furnished a meal at a local restaurant at a cost not to exceed \$8.00 with no deduction for time to eat the meal. In the event the employer is unable to furnish a meal or if the employee decides to eat at a restaurant other than the one designated, the employee shall be granted time off to eat, and the employer shall compensate the employee for the cost of the meal not to exceed \$8.00. Employees shall supply a meal receipt. This section shall not apply to employees of the Transportation Department who will be allowed meal periods as they were prior to this agreement, if feasible.

Section 3. Clean Up Time. Employees shall be granted a reasonable personal clean-up period prior to the end of each work shift except in emergencies. Work schedules shall be arranged so employees may take advantage of this provision and the employer shall make the required facilities available.

ARTICLE VI - HOLIDAYS

Section 1. Holidays Recognized and Observed.

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

Exceptions:

1. Transportation Department employees will not observe the following Holidays as listed above: Presidents Day, Good Friday, Veterans Day and Day after Thanksgiving Day. Transportation Department employees will be given four (4) personal holidays in lieu of those days to be taken by the Employee anytime during the contract year.
2. Employees must request a personal holiday at least fifteen (15) days prior to the requested day off. The request shall be granted provided that the day off will not critically handicap the operations of the Department. When it is necessary to limit the number of employees off on a given day, seniority shall determine which request(s) shall be granted.
3. Employees who have taken a personal day(s) in excess of those holidays that have already been observed in a fiscal year by other bargaining unit employees and who have resigned or terminated, shall have an amount equal to the day(s) pay deducted from the Employee's last pay check.

Section 2. Eligibility Requirements. Employees shall be eligible for pay for any holiday provided compensation has been paid for the last scheduled workday before, and the first scheduled workday after the holiday or if an unpaid leave of absence has been granted by the department head. For the purpose of this paragraph, paid leave of absence shall not include union business, maternity leave, education leave or military service leave. "Compensation" shall include workmen's compensation for the purposes of this paragraph. Probationary employees shall not be eligible for personal holidays.

Section 3. Holiday Pay. Eligible employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay unless their regular work day is more or less than eight hours.

Section 4. Holiday Work. Employees who are eligible for a Holiday and who work on said Holiday shall be paid time and one-half (1 1/2) their established rate of pay for each Holiday hour(s) worked in addition to their holiday pay.

ARTICLE VII - VACATIONS

Section 1. Eligibility and Allowances. Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements from January 1 date to January 1 date.

<u>Service Requirements</u>	<u>Vacation Period</u>
1 year	1 week
2 - 4 years	2 weeks
5 - 9 years	3 weeks

10 -19 years	4 weeks
20 -29 years	5 weeks
30+ years	6 weeks

Section 2. New Employees. New employees will be granted one week of vacation after one year of service. All subsequent vacations will be credited to the employee on January 1 of each calendar year.

Section 3. Choice of Vacation Period. All vacations must be taken within the calendar year or lost. Exceptions may be granted with the approval of the department head and City Administrator. The vacations which shall be scheduled and taken during a calendar year are those which the employee has been granted as of January 1 of that year to be used during the next twelve (12) months. Vacations shall be granted at the time requested by the employee provided this does not critically handicap the operations of the department. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority in that division shall be given his/her choice of vacation period. The vacation selection policy for each department will continue under this contract as it has in the prior contract with the following exceptions: 1) Transportation Department employees will be permitted to take two of their vacation weeks one day at a time if they desire provided the employee provides 12 calendar days notice prior to the vacation day. 2) Parks and Public Works employees may take vacation one day at a time as they have in the past. 3) Employees at Water Pollution Control shall be entitled to take two of their vacation weeks one day at a time if they desire, on any shift. Employees at Water Pollution Control exercising the right to take vacation one day at a time are required to provide 10 days notice, except in case of emergency. 4) In the Streets Division, during the period from May 1 - October 1, inclusive, the employer shall allow up to and including 4 bargaining unit employees off on vacation at the same time. 5) In the Streets Division, vacations selected during initial selection can be changed by an employee with 30 calendar days advance notice. Any vacated vacation periods shall then become available for selection by other employees, on a seniority basis. Once an employee changes a selected vacation, the newly selected days cannot be changed again by that employee. 6) In the Transit Department vacation requests submitted during the vacation bidding process which begins in the preceding calendar year for days in the next calendar year shall be answered by January 15.

Section 4. Vacation Pay. Vacation pay shall be computed at the straight time rate of pay applicable to an employee's regular classification. The purpose of vacation is to enable an employee to enjoy periodic rest from his/her job so that he/she may return to work refreshed. Accordingly,

- A. No employee shall be entitled to vacation pay in lieu of vacation, and
- B. Any employee who is laid off, discharged, retired, dies, or is separated from the service of the employer for any reason, prior to taking his/her vacation, shall be compensated, or his/her estate shall be compensated in pay for the unused vacation he/she has accumulated at the time of separation.

Upon written request, at least fifteen (15) days in advance of vacation, employees shall receive their vacation pay prior to the start of any vacation period of five (5) work days or more, provided the vacation was scheduled and approved at least fifteen (15) days in advance of vacation.

Section 5. Holiday During Vacation Period. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period may be extended one (1) additional work day or the employee may take that day at a time mutually agreed on by the Employer and Employee.

Section 6. Work During Vacation Period. Any employee who is requested to and does work during his vacation period, shall be paid for regular hours at the rate of one and one-half (1½) times his/her regular rate of pay. In addition, the employee's vacation (with pay) shall be re-scheduled to any future period the employee may request, subject to seniority.

ARTICLE VIII - SICK LEAVE

Section 1. Sick leave with pay shall be granted at the rate of fourteen (14) working days a year (1 1/6 days at the end of each month), which may be accumulated to a maximum of 170 days. Sick leave is granted for members of the department unable to report for work on account of personal sickness or injury. In the event of abuse of sick leave, the Department Head may require an employee to produce a physician's verification of illness or injury in order to receive sick leave with pay. Six months of sick leave free service will eliminate the requirement of a physician's verification and will clear the employee's sick leave record for purposes of requiring a physician's verification. If a doctor's certificate is required, the employer will notify the employee of such requirement prior to his return to work, provided the employee notifies the employer prior to the start of the work shift that he will be unable to report because of illness. In continuous operations, the notice must be one hour prior to the start of the shift. The employer may also require a doctor's release depending upon the nature of the illness to insure the employee is physically capable of returning to his position. Sick leave may be used in one hour increments for doctor appointments or an illness after the shift has started. A sick leave call-in prior to the start of a shift shall be taken in four hour increments. Sick leave abuse may be reviewed by the Union-Management Committee and may be subject to the grievance procedure. Part-time employees who are not eligible for sick leave shall not be required to submit a physician's verification.

Section 2. Occupational Disability. An employee on leave because of an occupational disability shall receive from the employer, at no loss of sick benefits an amount of pay equivalent to the difference between his full salary and the amount of compensation disability for any portion of the work period.

Section 3. Sick Leave Incentive. An employee who uses no more than 6 hours sick leave during an entire fiscal year (7-1 to 6-30) will be entitled to one personal day off with pay during the following 12 months. The personal day will be taken subject to approval of the department head. The sick leave incentive payment plan, which is not part of the collective bargaining agreement will be discontinued.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Application for Leave. Any request for paid and unpaid leave of absence shall be submitted in writing by the employee to his department head. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Such request shall be made as far in advance as reasonably possible of the desired leave. A prompt answer to the request for a leave of absence shall be furnished to the employee by his department head and it shall be in

writing. A leave without pay means a leave without pay or benefits, except seniority. A leave with pay means a leave with pay and benefits.

Section 2. Paid Leaves.

A. Family Death Leave. In the event of the death of the spouse or child of an employee, the employee shall be granted family death leave of five (5) working days. In the event of a death in the immediate family of an employee, the employee shall be granted funeral leave of three (3) working days. The immediate family shall be defined as mother, father, brother, sister of the employee, and the mother, father of the employee's spouse and the grandchildren of the employee or his spouse. In the event of the death of the brother or sister of the employee's spouse, the grandparents of the employee or his spouse, and the employee's brother-in-law or sister-in-law, the employee shall be granted funeral leave of one day for the day of the funeral. The employee shall participate in the activities pertinent to said funeral while off work with pay. An employee requiring additional leave beyond the family death leave may use accrued vacation or an unpaid leave of absence upon approval of the department head. Pallbearer leave shall be granted by the department head.

B. Jury Duty. Employees who are called to and report for jury duty in any State or Federal court or grand jury and who, by virtue of such duty, lost time from work shall receive for each day of jury duty performed, the difference between the employee's normal straight time earnings for the day and the jury fee (excluding mileage and other expenses to which the employee is entitled). If the employee is discharged from jury duty before the workday ends, the employee will report immediately to the employer for work.

C. Voting Time. Voting time will be granted to employees pursuant to Chapter 49.109 of the current Code of Iowa.

D. Military Leave. Any employee who is the member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity pursuant to Chapter 29A.28 of the current Code of Iowa.

E. Family Illness. Any illness an employee may contract, or any exposure to contagious disease he/she may experience in which the health of others may be endangered by his/her attendance at duty, or an illness to spouse or child, when employee's presence is requested in writing by a practicing M.D., necessary time off shall be granted to alleviate the situation up to a maximum of three days unless granted permission by the supervisor. Time off granted under this section shall be accrued vacation or an unpaid leave of absence.

Section 3. Unpaid Leaves.

A. Reasonable Purpose Leave. Leave of absence for a limited period not to exceed six (6) months, shall be granted for any reasonable purpose and such leaves may be extended or renewed for any reasonable period.

B. Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union. Members of the Union selected by the Union to participate in any other activity shall be granted a leave of absence at the request of the Union without pay. A leave of absence for such activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon request of the Union. A leave for Union business will be limited to one leave per department at any one time.

C. Education. After completing one (1) year of service, any employee upon request may be granted a leave of absence for educational purposes without pay. The period of leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee. One (1) year leave of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.

D. Military Service. Any employee who enters into active service in the armed forces of the United States while in the Service of the employer shall be granted a leave of absence for the period of military service as stipulated by Federal and State law.

E. Political Activity Leave. Employees who choose to run for political office will be granted and will take an unpaid leave of absence commencing thirty (30) days prior to the primary and/or general election. Employees elected to public office or selected to service on a governmental commission will be granted an unpaid leave of absence for the initial term of office only.

F. Maternity Leave. An employee taking maternity leave shall be entitled to use her accumulated sick leave. An employee exhausting her sick leave shall be entitled to a leave of absence without pay up to six weeks or the length of time established by the employee's doctor, whichever is longer, except said leave of absence without pay shall not exceed 6 months.

Section 4. Return After Leave of Absence. In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, employees shall be returned to the position held at the time the leave of absence was requested, provided said position still exists. If the position does not exist, the employee shall bump the least senior employee in the same classification and if no less senior employee exists, the returning employee is laid off.

ARTICLE X - WAGES

Section 1. Wages. The employer will pay the wages as set forth in Appendix A. When a new job is created within the division, the employer shall designate a job classification and a rate structure for the position provided the classification established is consistent with other classifications and the work content of other jobs in the division. A new employee in the four (4) positions of Laborer, Parks Laborer, Bus Driver and Sewer Maintenance III shall be paid at a wage rate of 75% of the wage rate set forth in Appendix A for the position in which they are working (i.e., laborer performs laborer work and receives 75% of laborer wage; laborer performs truck driver work and receives 75%

of truck driver wage; laborer performs equipment operator work and receives 75% of equipment operator wage) during their probationary period.

Section 2. Shift Differential. In addition to the established wage rates, the employer shall pay an hourly premium of twenty-five (25) cents to employees for all hours worked on shifts beginning between 3:00 p.m. and 11:00 p.m. Employees working any hours on shifts beginning between 11:00 p.m. and 7:00 a.m. shall be paid an hourly premium of forty (40) cents for each hour worked. In lieu of the above, continuous shift employees shall receive a twenty-five (25) cent differential for hours for which they receive pay. This section shall not apply to employees of the Transportation Department.

Section 3. Pay Period. The salaries and wages of the employees shall be paid semi-monthly on the 15th and the last day of the month. In the event this day is a holiday or weekend, the preceding working day shall be the pay day.

Section 4. Medical Coverage. The Employer agrees to pay all of the employee's single and family coverage share of the Wellmark Alliance Select (PPO) medical plan. Attached as Exhibit D is a summary explanation of said plan. The Alliance Select plan shall have a twelve month deductible of \$250 for single coverage and \$500 for family coverage, with the maximum out-of-pocket expense for said period being \$500 per person and \$1000 per family. The employer will reimburse the employee for the \$250/500 deductible when incurred pursuant to guidelines agreed upon by the parties. The deductible payments shall be regarded as employee contributions for the purposes of computing the out-of-pocket maximums. The co-payment will have 90% paid by the plan and 10% by the employee up to the out-of-pocket maximum for expenses incurred with PPO (in-network) providees. The co-payment will be 80% paid by the plan and 20% by the employee up to the out-of-pocket maximum for expenses incurred with non-PPO (out-of-network) providees. Any change in carrier, coverage or manner of handling claims shall be equal to or better than, the Wellmark Alliance Select (PPO) medical plan.

Effective 1/1/07, the deductible reimbursement feature shall be eliminated.

Effective 1/1/07, there shall be a prescription drug card added to the health insurance plan, with the following co-payments:

\$5 – generic

\$20 – preferred brand/formulary brand

\$30 – non preferred brand/non formulary brand

The prescription co-payments shall not count towards deductibles and out-of-pocket maximums on the participant's health plan.

If no generic brand is available and a preferred brand is available and the participant pays the prescription co-payment for the preferred brand, then the participant will be reimbursed by submitting a written request to the City, by using the City provided form, and they shall receive a reimbursement of \$15, but if the participant chooses the non-preferred brand, the participant will receive no reimbursement.

If no generic brand is available and no preferred brand is available and the participant pays the prescription co-payment for the non-preferred brand, then the participant will be reimbursed by submitting a written request to the City, by using the City provided form, and they shall receive a reimbursement of \$25.

A health insurance committee comprised of representatives of each bargaining unit, finance department and city administration shall meet once a month, during working hours for the purpose of discussing health insurance related matters.

Section 5. Dental Coverage. The Employer agrees to pay all of the employee's single/family coverage share of the Blue Cross-Blue Shield Delta Dental group plan presently in existence. Any change in carrier, coverage or manner of handling claims shall be equal to, or better than, the current Blue Cross-Blue Shield group plan.

Section 6. Life Insurance. The Employer shall provide \$10,000 in Term Life Insurance and \$10,000 in Accidental Death and Dismemberment Insurance for all employees covered by this agreement.

Section 7. Higher Classification Pay. When an employee is required to assume the duties and responsibilities of a classification higher than that which he normally holds for a period of two (2) hours or more, he shall be paid at the rate for the higher classification.

Section 8. Herbicide Application Differential. City employees who have obtained a Department of Agriculture Commercial Herbicide Applicator License shall receive a pay differential of \$1.50 per hour in addition to their regular rate of pay for all hours spent performing herbicide spraying duties. In addition, the employer shall advance the employee the license fees at the times required.

Section 9. Part-time Transit Drivers. Part-time drivers (those employees working 34 hours a week or less) of the Transportation Department will receive ninety percent (90%) of the base pay for full-time drivers. Newly hired part-time drivers will receive eighty percent (80%) of the base pay for their first one hundred twenty (120) days of employment and eighty-five percent (85%) of the base pay for their one hundred twenty first to one hundred eightieth (121 to 180) days of employment. All part-time transit drivers shall work a minimum of a two-hour scheduled work shift.

Section 10. Water Pollution Control Plant Premium Pay for Additional Certification. Employees in the Water Pollution Control Plant positions of Assistant Treatment Plant Operator and Assistant Maintenance Operator shall receive an additional \$.25 per hour if they obtain a State of Iowa Wastewater Treatment Plant Operators Grade II certification. Employees in the Water Pollution Control Plant positions of Treatment Plant Operator and Maintenance Operator and Assistant Treatment Plant Operator and Assistant Maintenance Operator shall receive an additional \$.50 per hour if they obtain a State of Iowa Wastewater Treatment Plant Operators Grade III certification.

Section 11. Sludge Semi-Truck Differential. City employees who operate the sludge semi-truck shall receive a pay differential of \$.30 per hour in addition to their regular rate of pay for all hours spent operating the sludge semi-truck.

Section 12. Paratransit Services. Paratransit drivers will not receive a reduced wage rate during their probationary period. Part-time paratransit drivers will drive a bus only if qualified and if all available full-time drivers and part-time drivers decline the assignment including work at an overtime rate, if applicable. Part-time paratransit driver will receive part-time bus driver rate when driving other than a paratransit bus. Department usage of part-time paratransit employees driving a bus shall not exceed an average of 20 hours a month. Part-time or full-time paratransit drivers will not work in

the shop except for cleaning and checking fluid levels in their own paratransit vehicles. Part-time or full-time paratransit drivers will not drive the subscription service.

Section 13. Mechanic Certification Differential. Mechanics I & II shall receive a pay differential of \$.25 per hour in addition to their regular rate of pay if they become certified in handling and recycling automotive refrigerants by an EPA approved certification organization. They shall receive a pay differential of \$.25 more per hour, in addition to their regular rate of pay if they obtain a Universal Technician Certification by an EPA recognized organization.

A combination of the above makes it possible for a professional technician to obtain \$.50 per hour premium pay in addition to their regular rate of pay.

Section 14. Part-time Paratransit Wage. Part-time paratransit drivers will receive 90% of the full-time paratransit driver wage rate.

Section 15. Vision Insurance. The employer shall make available for employee purchase, through payroll deduction, single and family vision insurance coverage with plan terms and conditions as specified by the carrier.

ARTICLE XI - SAFETY

Section 1. Inclement Weather.

a) During severe weather conditions the safety of the employee will be considered first. Employees may make a request to the supervisor for assistance when needed. The employer will ensure the safety and comfort of employees required to work outdoors during extreme weather conditions.

b) Snow removal in the annexed area during the night hours will be done only if the equipment is dispatched in tandem.

c) The City will provide for radio communications from the snow removal vehicles to the street dispatchers or a monitor at the Law Enforcement Communications Center for emergency use during snow removal operations. A procedure will be established to periodically check on the status of the snow removal vehicles.

Section 2. Tools Equipment and Protective Devices. Tools, equipment and/or protective devices, in sufficient quantity, shall be furnished by the employer to insure the safety of the employee. Excluded from this provision are the basic tools which are a pre-requisite for employment.

Section 3. Employee Safety. When an employee is required to perform work that may be dangerous to health or safety, additional help to safely perform the job will be provided. Jobs that may require additional help include, but are not limited to underground work, heavy lifting, and mechanical work in the shop or on a service call.

Section 4. Statutory Safety. The employer and all employees shall comply with all federal, state and local safety laws and regulations.

ARTICLE XII - MINIMUM TIME PAY ALLOWANCES

Section 1. Reporting Time. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he was scheduled to report, unless notified at least one hour in advance. If work on the job is not available, the employee shall be excused from duty and paid at his regular rate, for four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

Section 2. Call Time. Any employee called to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours at the regular rate of pay. If the call time work assignment and employee's regular shift overlap, the employee shall be paid at the rate of time and one-half (1 ½) until he starts his regular shift. The employee shall then be paid for his regular work shift at the appropriate rate.

Section 3. Stand-by. In the event the City implements a stand-by program in any Division, it shall be implemented in accordance with the provisions below:

Employees in stand-by status shall be issued a pager or cell phone that will allow the employees to continue with their normal daily routine activities. Employees in stand-by status shall be allowed one-half hour to report to work if paged, absent extenuating circumstances. Employees in stand-by status shall be paid eight (8) hours pay per week, or for any fraction of a week. The eight (8) hours stand-by pay shall not count for purposes of overtime equalization, or as hours worked for purposes of determining overtime. Stand-by status shall be assigned on a rotating basis, by seniority, to those who have signed up to participate in the stand-by status program. The stand-by program shall operate in twelve (12) month cycles (July 1 – June 30). A sign up sheet shall be posted 90 days prior to each cycle. Participation is voluntary. Volunteers must understand that they are in the stand-by program for the entire twelve (12) months cycle, absent prolonged injury or illness. Employees may elect to defer their turn at stand-by status to another week if they are aware, in advance, of a conflict. Employees may trade or substitute stand-by status if the initiating employee finds a replacement and notifies their immediate supervisor and obtains approval. Such approval shall not be unreasonably denied. The City shall provide training to ensure that those employees in stand-by status can satisfactorily perform the duties arising during stand-by status. Employees in stand-by status shall only be required to perform non-routine, emergency duties within their respective division, as an example, sewer calls, lift station calls for WPC Division. Employees in stand-by status who are called to work shall be compensated in accordance with the terms of this collective bargaining agreement, in addition to receiving stand-by pay. Nothing in this section shall absolve the City from overtime distribution agreements in Article 13. Stand-by in the MTA Division shall be paid pursuant the paragraph below.

Employees required to be on "stand by" (being at a place designated by the employer which has access to a telephone) shall be compensated for three (3) hours pay for each weekday and five (5) hours pay for each Saturday, Sunday or holiday. Employees on stand-by who are called to work shall be paid at the appropriate rate in addition to stand-by pay. Said request for stand-by shall be in writing, signed by employer and employee.

ARTICLE XIII - OVERTIME

Section 1. Rate of Pay. Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

All work performed in excess of eight (8) hours in any work day.

All work performed in excess of forty (40) hours in any work week.

All work performed before or after any scheduled work shift.

Section 2. Distribution. Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this agreement, or on the first (1st) day of any calendar month this agreement becomes effective.

On each occasion the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work. If not enough employees are obtained to work overtime, the employees with least seniority shall be required to work. A record of overtime hours worked by or offered to each employee shall be posted on the division bulletin board.

Section 3. Computation of Overtime. All hours worked, holidays, vacations and all paid leaves shall be considered time worked for the purposes of computing overtime.

Section 4. Compensatory time. Overtime hours may be satisfied by compensatory time off at the rate of one and one-half (1 ½) hours off for each overtime hour worked. Call time may also be satisfied by compensatory time off. Compensatory time may be accumulated by each full-time employee to a maximum of 40 hours at any time during the fiscal year. An employee who uses comp time is allowed to replace said comp time so long as the employee's accumulated comp time does not exceed 40 hours. The employee shall advise the employer at the time the overtime or call time is incurred whether the overtime or call time shall be paid or taken as compensatory time. Overtime hours worked or call time worked during a single occurrence cannot be split between pay or compensatory time except when the employee can reach their maximum compensatory time accumulation of 40 hours by splitting the hours worked. Compensatory time shall be taken by mutual agreement of the employee and employer. The employee shall request use of compensatory time by submitting a leave request to the employer. Compensatory time cannot be carried over beyond June 30. Any compensatory time not used by June 24 will be paid out in cash on the June 30 payroll at the employee's rate of pay at the time the compensatory time was earned.

ARTICLE XIV - SENIORITY

Section 1. Probationary Period. New employees of the City of Clinton, Iowa, shall be considered probationary employees until they have accumulated one-hundred twenty (120) days from their last date of hire. No grievances may be presented based on the discharge or layoff of probationary employees.

Section 2. Seniority. There shall be three types of seniority: division, department and city seniority.

A. Division Seniority. Division seniority shall be the time an employee has been continuously employed by a division within a department of the City of Clinton. The divisions by department are: Public Works - Streets, Water Pollution Control; Parks and Recreation - Parks; Transit - Fixed Route Drivers, Paratransit Drivers, Shop.

B. Department Seniority. Department seniority shall be the time an employee has been continuously employed by the Public Works Department, Transportation Department, or the Parks and Recreation Department of the City of Clinton.

C. City Seniority. City seniority shall be the time an employee has been continuously employed by the City of Clinton.

D. Part-Time Seniority. Part-time seniority shall be prorated dividing the number of hours actually worked by 2080 hours. Part-time seniority does not apply to temporary employees.

1. A part-time employee who becomes a full-time employee shall have seniority, as described in A, B, and C above, commence with the date he/she became a full-time employee for benefit accrual and usage.

2. A full-time employee that becomes a part-time employee will retain their seniority as well as accrue part-time seniority. Such employees may use their entire seniority in bidding pursuant to D.1 above. Such full-time employee would have their accrued vacation paid out in cash.

Section 3. Seniority Lists. The employer shall post on all bulletin boards a current seniority list showing the service of each employee, listed by division, department and city employment. A copy of the seniority list shall be furnished to the Union.

Section 4. Termination of Seniority. An employee's seniority terminates for any of the following reasons:

- A. Discharge for just reason.
- B. Retirement
- C. Voluntary resignation
- D. Absence of three (3) consecutive work days without notifying the department head.
- E. Failure to report within 10 working days when recalled from layoff.

ARTICLE XV - WORK FORCE

Section 1. Position Vacancies - Bidding. Whenever a position becomes permanently vacant, for any reason, and said position is not eliminated by the employer, said position will be posted. If a position is eliminated by the employer, the union steward will be notified in writing.

A notice of position vacancies describing the position, including the department, the division, the job description, the shift, the hours of work, the work location and the

current wage, shall be posted on all divisional and departmental bulletin boards for a period of five (5) working days. Full time employees interested in the position, including employees on layoff, shall apply in writing by the close of the last day of posting. The Employer shall award the position to the most senior qualified full-time employee giving preference in the following order. For purposes of the immediately preceding sentence, senior means city seniority.

1. Within the division with the vacancy.
2. Within the department with the vacancy.
3. Within the other departments covered by this agreement.

Full-time employees will have bidding preference over part-time employees in bidding for full-time vacancies. Except in the Transportation Department, wherever part-time drivers shall have bidding preference for full-time vacancies in the Bus Driver classification over full-time employees from other departments and any other employees.

If the position is not filled by an existing full-time employee, part-time employees may use their seniority to bid against other part-time employees for full-time vacancies within their division first, and their department, secondly. Qualified part-time employees will have preference over new hires for filling vacancies within their division and department. Part-time employees will be notified of vacancies in full-time positions in other departments covered by this agreement, and will be interviewed for said vacancies, if they apply.

Employees who are absent from work because of vacation during the entire bidding period shall have the opportunity to bid on the open job classification prior to the posting if he/she has knowledge the job classification opening will occur. If the employee has no knowledge of the opening prior to leaving on vacation, the employee shall have the opportunity to bid on the opening for twenty-four (24) hours after the employee returns to work. An employee who is on sick leave during the entire bidding period will be notified by the employer of the posting.

The Employer shall notify the employees on layoff that a position is open and that they have an opportunity to apply in writing for the position pursuant to this section. The employee is required to keep the employer aware of the employee's current address and/or phone number. The employees recall rights shall be limited to the length of City seniority he/she had at the time he/she was laid off.

Section 2. By-Passing Seniority. If it should become necessary in filling a vacancy to by-pass an employee's seniority, reasons for said denial shall be given in writing to the employee with a copy to the Union. this matter shall be a proper subject for the grievance procedure.

Section 3. Trial Period. An employee who successfully bids on a new position shall be granted a thirty (30) day trial period to determine his/her ability to perform the job and his/her desire to remain on the job. Within the thirty (30) day trial period, an employee shall have the opportunity to revert to his/her previous position. If the employee is unsatisfactory in the new position, in the opinion of the employer, notice and reasons will be submitted to the employee in writing by the employer with a copy to the Union. The matter may then become a proper subject for the grievance procedure. The trial period may be extended an additional thirty (30) days upon mutual agreement.

Section 4. Temporary Transfers. Temporary transfers may be made within the department without affecting the employee's classification, pay schedule and seniority. In the event the employee's pay schedule is equal to or higher than that of the temporarily assumed duties, the employee's pay shall remain the same. In the event the employee's pay schedule is lower than the pay schedule of the temporarily assumed duties, and the employee assumes the duties for a period of one day, the employee shall advance, for the period of the temporary transfer, to the pay range of the temporarily assumed position. A temporary transfer shall not in any way constitute a permanent demotion or promotion.

Section 5. Bidding on Runs. Each full-time transit driver shall bid each year on the bus route of his choice. Bidding shall start February 1 and must be completed by March 1. Bids will be made on a basis of seniority. Each employee must make his/her bid within three (3) calendar days or that employee will be considered to have passed his/her turn. An employee passing his/her turn shall make his/her bid after the rest of the employees. Employees on vacation, sick leave, etc. may submit their prioritized bid choices, in writing, to the MTA office. The employer will then sign the bid sheet at the appropriate time for the absent employee. The route assignment shall go into effect on the second Monday in March.

Section 6. Demotions. The term demotion, as used in this provision, means the reassignment, not requested by the employee, from a position in one job classification to a lower paying position in the same job classification or in another classification. Demotions may be made to avoid laying off employees.

Section 7. Layoff and Recall. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their department seniority. The employee laid off shall have the right to bump the least senior employee in another division provided he/she meets the minimum qualifications and has more City seniority. If not qualified, he/she shall bump the next least senior employee, etc. The employee shall be given any reasonable training needed to perform the job satisfactorily. Employees subject to a layoff in one department do not have the right to bump a less senior employee in another department. Recall shall be done in inverse order of layoff. Recall rights shall be limited to the length of department seniority the employee had at the time he/she was laid off.

ARTICLE XVI - DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action or measures shall include the following: Oral reprimand, written reprimand, suspension and discharge. Disciplinary action may begin at any of the preceding steps depending on the severity of the offense. Disciplinary action may be imposed upon an employee for failure to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Copies of all disciplinary measures should be provided to the Union Steward and employee. Upon request, the Union shall inform the Department Head in writing of who the Steward(s) is for the Department and promptly advise the Department Head of any changes. Copies of disciplinary action and documentation provided to the Union Steward shall be considered confidential personnel information.

Section 2. Discharge. The Employer shall not discharge any employee without just cause. The Union shall have the right to take up the discharge as a grievance at the third (3rd) step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party. Any employee found to be unjustly suspended or discharged shall be reinstated subject to the agreement of the parties or in the event of arbitration, the arbitrator's award.

ARTICLE XVII - SETTLEMENT OF DISPUTE

Section 1. Grievance and Arbitration Procedure. Any grievance or dispute between the parties, arising out of the application, meaning or interpretation of this agreement shall be settled in the following manner:

Step I. The Union Steward with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor in writing within fourteen (14) calendar days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward in writing within seven (7) calendar days.

Step II. If the answer is not satisfactory, the matter shall be presented in writing by the Union Steward to the Department Head within seven (7) calendar days after the supervisor's response. The Department Head shall respond to the Union Steward in writing within seven (7) calendar days.

Step III. If the grievance still remains unadjusted, it shall be presented by the Union Steward to the City Administrator in writing within 7 calendar days after the response in Step II. It shall be reviewed by the city's designated representative, union representatives, the grievant and any witnesses pertinent to the grievance during a meeting to be held the 1st Tuesday of every month. In the event there are no grievances at this level, or in the event the parties mutually agree to a postponement, there shall be no monthly meeting. The city's representative shall answer the grievance in writing by stating the facts, the applicable contract language and any labor law tenets which support its answer. Said answer shall be provided to the union representatives at the conclusion of the 3rd step grievance meeting.

Step IV. If the grievance is still unsettled, either party may, within twenty-one (21) calendar days after the reply of the City in Step III by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within fourteen (14) calendar days after notice has been given. If the parties fail to select an arbitrator, the Iowa Public Employment Relations Board shall be requested by either or both parties to provide a panel of three (3) arbitrators. Both the Employer and the Union shall have the right to strike one (1) name from the panel. The party required to strike the first name shall be determined by a toss of a coin with the winner of the coin toss choosing first or second strike. The other party shall then strike one (1) name.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be responsible for compensation to its own representatives and witnesses.

If either party fails to comply with a time limit set forth in the grievance procedure, the grievance will automatically progress to the next step. Time limits may be extended by mutual agreement of the parties at any step.

The grievance and arbitration procedure set forth in this collective bargaining agreement shall not be available to any employees who exercise their right of appeal to the Civil Service commission of the City of Clinton, Iowa, pursuant to Chapter 400 of the current Code of Iowa.

Section 2. Union-Management Committee. The Union-Management Committee shall meet at least once a month at a mutually established time. Additional meetings may be held at the request of either party.

All Union-Management meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition the committee may discuss other issues which would improve the relationship between the parties.

ARTICLE XVIII - STRIKES AND LOCKOUTS

1. The Union agrees that it will not participate directly or indirectly in a strike or any other action prohibited by Chapter 20 of the current Code of Iowa.
2. The Employer agrees that it will not participate directly or indirectly in a lockout or any other action prohibited by Chapter 20 of the current Code of Iowa.
3. At no time shall employees be required to act as strike breakers, nor shall an employee be required to go through picket lines where his personal safety is endangered.

ARTICLE XIX - GENERAL PROVISIONS.

Section 1. Pledge against Discrimination and Coercion. The provisions of this agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, disability or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

All references to employees in this agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer or employer representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining units without discrimination, interference, restraint or coercion.

Section 2. Union Bulletin Boards. The employer agrees to furnish and maintain one suitable bulletin board in a convenient place in each department/division. The Union shall limit its posting of notices and bulletins to said bulletin board(s).

Section 3. Uniforms and Protective Clothing. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the Employee by the Employer. Uniforms will be provided by the Employer as follows:

The existing uniform policy shall remain in effect in the Streets and Water Pollution Control Divisions of the Public Works Department.

Full-time employees in the Parks Division and Transportation Department and part-time employees in the Transportation Department shall receive an annual uniform maintenance and replacement allowance of \$250 to be paid as follows: one-half on or before October 15 of each year and one-half on or before April 15 of each year.

Uniforms for the Transportation Department are to be as designated by the Department Head. Uniforms for the Parks Division are to be either uniforms or coveralls as designated by the Director of Parks and Recreation. If uniforms or coveralls are designated by the Department Head, the uniforms or coveralls are to be worn during working hours. Parks Division employees may individually select whether uniforms or coveralls are worn.

For employees in the Public Works Department and the Parks Division, the Employer agrees to pay up to a total of one hundred twenty-five dollars (\$125) per employee towards the purchase of any safety shoes and overshoes for each contract year. The Employer shall remit a maximum of two checks per employee per year, in an amount equal to the purchase price or one hundred twenty-five dollars (\$125), whichever is less. In order to receive reimbursement, the employee shall only be required to submit a dated cash register receipt to verify safety shoes or overshoes purchases. These employees shall be required to wear safety shoes at all times while on duty, unless the employee receives prior approval of the immediate supervisor and shall be responsible for repair or replacement.

In the event the employee is required to wear safety glasses and the employee desires prescription safety glasses, the employer will pay the difference in cost between prescription safety glasses and regular prescription glasses.

Section 4. In-Service Training. All in-service training shall be at the expense of the Employer and shall take place during regular working hours, if possible.

Section 5. Contracting and Subcontracting. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its employees.

Section 6. Visits by Union's Officials. The Union shall advise the employer in writing of its Council 61 Representatives assigned to represent the bargaining unit. No more than two (2) council 61 Union Representatives may visit bargaining unit job sites for the purpose of verifying Employer compliance with the agreement, provided however, that before doing so, said representatives shall notify the Department Head of their presence, who shall grant permission to contact employees, unless it unreasonably interferes with the City's operations.

Section 7. Work rules. The Employer shall establish reasonable work rules and they shall be posted at least ten (10) working days prior to their effective date.

Section 8. Access to Personnel Files. Employees shall have the right to inspect their personnel files. Employees may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record. Access to personnel files shall be limited to authorized management personnel, the employee and the Union representative, if so designated in writing by the employee. Upon previous notification, the Employer shall make copies of such files for the employee provided said copies pertain to a grievance under consideration. The employee shall have the right to file a grievance on any items which are found in his personnel file.

Section 9. Employee's Tools. Employees shall be compensated for personal tools, required to perform their jobs, which are lost as a result of forced entry or an Act of God provided: loss occurs after regular working hours, tools were under lock and key on department premises, tools were listed on required inventory prior to said loss and the tools were not covered by the employee's insurance. It is the employee's responsibility to provide the department head a current inventory of tools including condition and value.

Any special tools required to perform work on the Employer's equipment will be provided and retained by the Employer.

Section 10. Chauffeur's and CDL License. The Employer shall pay the cost of the chauffeur's or CDL license for full-time and part-time employees where said license is required as a condition of employment. Failure of an employee to retain a chauffeur's or CDL license may result in a demotion or termination of employment. The Employer will administer the failure of an employee to retain a chauffeur's or CDL license on a case-by-case basis.

Section 11. Savings Clause. Should any article, section, or portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree promptly to negotiate a substitute for the invalidated article, section or portion thereof.

Section 12. Substance Abuse/Drug Testing. Any substance abuse/drug testing program required by State or Federal Law may be implemented by the employer.

Section 13. Labor-Management Continuous Improvement Committee. The Labor-Management Continuous Improvement Committee shall meet once a month at a set time and date during employees' non-work hours. The meetings shall rotate between the Transportation Department, Parks & Recreation Department, Street Division, Water Pollution Control Plant and City Hall. The meetings will be limited to one

hour duration. Management representatives will be the City Attorney, Public Works Director, Transportation Director, Parks & Recreation Director. Labor representatives will be 4 union members and the AFSCME representative, if available.

The parties will exchange agenda topics 5 days ahead of the meeting. The purpose of the committee will be to discuss all relevant issues including but not limited to safety, operational improvements, procedures to avoid future grievances, improve relations between parties, contracting/subcontracting etc. The committee shall consider written suggestions from union members for improving service and lowering operational costs.

The committee shall make reports to the City Administrator. The union-management committee will still meet on the 1st Tuesday of each month to process pending grievances.

Section 14. Job Descriptions provided. The Employer shall furnish to the union president job descriptions for each classification within the bargaining unit. Changes to job descriptions shall be provided to the union president at least 10 working days in advance of their effective date.

Section 15. Required Licenses and Tests. The employer shall reimburse the employee for the cost of licenses and successfully passed tests required by the city, state and/or federal government and the costs to maintain said licenses.

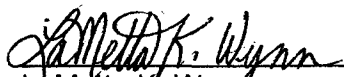
ARTICLE XX - TERMINATION.

This agreement shall be effective as of July 1, 2006, and shall remain in full force and effect until June 30, 2009.

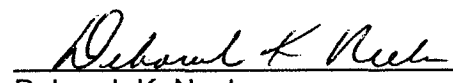
IN WITNESS WHEREOF, the parties hereto have set their hands this 18 day of April, 2006.

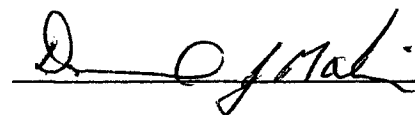
CITY OF CLINTON, IOWA

FOR THE UNION


LaMetta K. Wynn,
Mayor


Ty Outkomp


Deborah K. Neels,
City Clerk



APPENDIX A

<u>Position</u>	Hr. Wage Eff. 7/1/06 3.25%	Hr. Wage Eff. 7/1/07 3%	Hr. Wage Eff. 7/1/08 3%
Laborer	16.81	17.31	17.83
Parks Laborer	17.20	17.72	18.25
Sewer Maintenance III	16.81	17.31	17.83
Bus Driver	16.71	17.21	17.73
Part-time Bus Driver (90% of F.T.)	15.04	15.49	15.96
Paratransit Driver	12.00	12.36	12.73
Part-time Paratransit Driver (90% of F.T.)	10.80	11.12	11.46
Truck Driver	17.20	17.72	18.25
Assistant Treatment Plant Operator	17.82	18.35	18.90
Assistant Maintenance Operator	17.82	18.35	18.90
Sewer Maintenance II	17.82	18.35	18.90
Garbage Packer Driver (1 man)	18.08	18.62	19.18
Equipment Operator	18.08	18.62	19.18
Skilled Laborer II	18.08	18.62	19.18
Mechanic's Helper	18.36	18.91	19.48
Mechanic II	19.28	19.86	20.46
Mechanic I	19.87	20.47	21.08
Skilled Laborer I	19.33	19.91	20.51
Treatment Plant Operator	20.02	20.62	21.24
Maintenance Operator	20.02	20.62	21.24
Sewer Maintenance I	20.02	20.62	21.24
Treatment Plant Relief Operator	20.02	20.62	21.24

Benefit *Summary*

Alliance Select Health Plan

City of Clinton

Customer Service Phone Hours are 7:30 a.m. to 5:00 p.m. CST

Call: (800) 600-4149

This is a general description of coverage. It is not a statement of contract. Actual coverage is subject to terms and conditions specified in the Benefits Certificate you will receive after you enroll and the enrollment regulations in force when the certificate becomes effective. Certain exclusions and limitations apply.

Health Plan Basics

You can receive care from any provider you choose. When you choose a provider who participates in the Alliance Select network, you reduce your out-of-pocket expenses. Refer to the Alliance Select provider directory for a complete list of Alliance Select providers.

Lifetime Benefits Maximum - The maximum amount each covered family member is eligible to receive under this plan for covered services in his or her lifetime.	\$1,000,000
Out-of-Pocket Expenses - The amount you pay for certain covered services. There are three types of out-of-pocket expenses: 1) Copayment - a specific amount you pay at the time you receive scheduled services. 2) Deductible - a fixed amount you pay for certain services before Wellmark makes benefit payments. 3) Coinsurance - a fixed percentage you pay for certain services	See the next page for your specific out-of-pocket amounts.
Out-of-Pocket Maximum (OPM) - The maximum amount you pay for covered services in any 12-month benefit period. Once your OPM is satisfied, most services are covered in full through the end of the benefit period.	Single: \$500 Family: \$1,000
Benefit Period Deductible	Single: \$250 Family: \$500
Coverage for Care Provided Outside of Iowa	BlueCard® PPO Program benefits apply.

See reverse side for more information about your Alliance Select health plan.

Benefit Summary
Alliance Select Health Plan

When You Receive These
Covered Services:

You Pay:

	PPO (IN-Network)	Non-PPO (Out-of-Network)
Office Visit Services	10% coinsurance of charge <i>Deductible waived</i>	20% coinsurance after deductible
Specific Preventive Services -includes: According to Iowa Mandates: Mammograms according to schedule & well-child care to age 7	10% coinsurance* <i>Deductible waived for Well-Child care</i>	20% coinsurance* <i>Deductible waived for Well-Child care</i>
Inpatient Physician Services	10% coinsurance after deductible	20% coinsurance after deductible
Inpatient Hospital Services	10% coinsurance after deductible	20% coinsurance after deductible
Outpatient Physician Services	10% coinsurance after deductible	20% coinsurance after deductible
Outpatient Hospital Services	10% coinsurance after deductible	20% coinsurance after deductible
Emergency Services ** Physician's office	10% coinsurance of charge	20% coinsurance after deductible
Emergency room	10% coinsurance after deductible	20% coinsurance after deductible
Chiropractic Care	10% coinsurance of charge	20% coinsurance after deductible
Maternity Care Inpatient/Outpatient	10% coinsurance after deductible	20% coinsurance after deductible
Infertility Treatment	Not Covered	Not Covered
Mental Health/Chemical Dependency Inpatient/Outpatient	10% coinsurance after deductible	20% coinsurance after deductible
Office services Annual benefit limit per family member is 30 inpatient days and 30 outpatient/office visits	10% coinsurance of charge	20% coinsurance after deductible
Prescription Drugs	20% coinsurance after deductible	20% coinsurance after deductible

* Deductible waived for well-child care.

** Processed at in-network level if true emergency.

Note: This is a summary of benefits under this plan, not a statement of contract. The actual terms and conditions of coverage will be specified in the Group Insurance Policy issued by Wellmark or the Administrative Services Agreement between Wellmark and the entity below, as well as the Benefits Certificate and any amendments thereto.

Benefit Summary - CLINTON CITY OF

Group Number/BU: 71027-0000 Group Product Summary ID: 238-38 Coverage Code:
Alpha Prefix: XQQ Benefit Dates: 07/01/2002 - 06/30/2006 Summary Status: Rating Completed
Account Manager: Hannah, Mary Jane
Alt 2002 Renewal

Group Information

Group Street Address 1: 611 SOUTH THIRD STREET

Group Street Address 2: PO BOX 2958

City/State/ZIP: CLINTON, IA 52732

Product/Version: Alliance Select (200201)

Account Signature _____ Date _____

General

Regular renewal

Self-funded arrangement

Union group

Union negotiation date 01/01/2002

Benefit period is calendar year

BlueCard PPO - In states with no PPO, participating providers are NOT treated as PPO

Eligibility

An eligible dependent child is not married and is either under 19 years of age, or a full-time student, or disabled before age 19 or disabled while a full-time student

Dependent coverage terminates at the end of the month

Two-way rate (single/family)

Unmarried domestic partners are NOT covered

Certificate coverage ends: Hire dates prior to 07/01/2000: coverage terms the first day of the month following the term date.

Hire dates on or after 07/01/2000: coverage terms the last day of employment.

Upon termination, certification of creditable coverage is provided by Wellmark

Subrogation applies

Standard administration of coordination of benefits (COB)

Maternity benefits apply to employee/spouse/dependent

Coverage includes Medicare carveout

Waiting Periods

Late enrollees may enroll at any time, subject to 18-month preexisting condition waiting period with 6-month look-back. No preexisting waiting period for new hires/special enrollees

Late enrollee is defined as a member who declines coverage when initially eligible to enroll or at the next regular enrollment

Deductibles

Coverage has benefit period deductibles

Single deductible for PPO and non-PPO providers is: \$ 250

Family deductible for PPO and non-PPO providers is: \$ 500

Member has benefits after single deductible met; entire family has benefits after family/two-person deductible met

Deductible from the 4th quarter will carry over to the following year's benefit period deductible

Common accident deductible applies

Deductible credit for Wellmark to Wellmark transfers

Well-child care is NOT subject to the deductible

PPO office and independent labs are NOT subject to the deductible

Most xray/lab services from PPO facilities are NOT subject to the deductible

Facility and practitioner services for newborn's initial hospitalization are NOT subject to the deductible

One postpartum home visit if released within 48 hours after a vaginal delivery/96 hours after a cesarean delivery is NOT subject to the deductible

Copay

Copays do NOT apply

Coinsurance

Coinsurance for PPO providers is the following percentage: 10

Coinsurance for non-PPO providers is the following percentage: 20

One postpartum home visit if released within 48 hours after vaginal delivery/96 hours after cesarean delivery is NOT subject to coinsurance

Out of Pocket Maximum

Single out-of-pocket maximum for PPO and non-PPO providers is: \$ 500

Family out-of-pocket maximum for PPO and non-PPO providers is: \$ 1000

Deductible amounts apply to the out-of-pocket maximum

Coinsurance for all services apply to the out-of-pocket maximum excluding infertility benefits

Deductible from the 4th quarter will NOT carry over to the out-of-pocket maximum for the following year

Coinsurance from the 4th quarter will NOT carry over to the out-of-pocket maximum for the following year

Out-of-pocket maximum credit for Wellmark to Wellmark transfers applies

Lifetime Maximum

Lifetime maximum is \$1 million

Lifetime maximum for hospice respite is limited to 15 days inpatient/15 days outpatient

Facility Services

The cost of blood is NOT covered

Nonparticipating facility claims are based on maximum allowable fee

Practitioner Services

Advanced nurse practitioners are covered

Physician assistants are covered

Dental treatment for accidental injury is covered if initiated within 72 hours and completed within 30 days

Surgical removal of impacted teeth is covered as an inpatient or outpatient, but only with a concurrent medical condition

Treatment of temporomandibular joint disorder is covered, except for physical therapy, manipulations, dental restorations, and orthodontic treatment

Chiropractic services are covered as medically necessary

Routine/Immunizations/Mammography

Immunizations are NOT covered

Mammography benefits are covered according to mandate

Routine physical exams are NOT covered

Routine Pap smears are covered

Routine vision exams are NOT covered

Well-child and newborn care is covered according to mandate

Hearing aids are NOT covered

Routine hearing exams are NOT covered

Prescription Drugs/Contraceptives

Retail drugs are covered under health - benefits include mandated contraceptives, insulin and all insulin supplies, prior authorization/quantity limitations, and mail order benefits. Smoking cessation is NOT covered

Other Services

Additional accidental injury benefits (supplement accident) are NOT covered

Better Beginnings is NOT covered

Diabetic education programs are covered according to mandate

Hospice services are covered

Infertility benefits are NOT covered

Major organ transplants are covered. Prior approval required. Please call 1-800-552-3993, extension #5659 between 8:00 a.m. - 4:30 p.m. (CST.) Monday - Friday

Transplants are NOT limited to Blue Quality Centers for Transplant

MHCD

Mental health/chemical dependency treatment is limited to 30 inpatient days and 30 outpatient visits per benefit period

Mental health/chemical dependency treatment does NOT require precertification (other than standard inpatient precertification)

Notification Requirements

All services are subject to reduction for failure to precertify

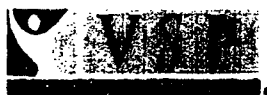
Reduction for failure to precertify is 50 percent

Notification time limit for medical emergency is 24 hours

IEHP, Ltd.

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Advantage Series



An Eyecare Plan With You in Mind

Are you really seeing your best? Or are you simply used to the view? With good vision, your experiences are clearer. Sharper. And a lot more vivid.

*85% of all you
experience is
through your eyes*

Besides helping you see better, routine eye exams can detect a number of serious health conditions such as glaucoma, cataracts and diabetes. Even cancer. Plus, eye exams for kids can spot problems that can impact their learning and development.

Always Accepting New Patients

VSP network doctors are located right where you need them — close to work, home and shopping malls. They provide top quality care and offer a wide selection of frames to choose from — all at one convenient location. Their commitment to care and service grows with you and your family for a lifetime of care.

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Easy as 1, 2, 3

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3. Your doctor and VSP will handle the rest.

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What's important to you? Do you need an evening appointment? Interested in a doctor who focuses on sports eyewear or children? Looking for a credible resource for an eye condition such as pink eye and allergies? Do you want a personalized VSP card?

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You'll like what you see.*



Mutual Benefits Plus and VSP provide you with an affordable eyecare plan. Sign up for VSP today.

HIGH OPTION — Green Plan C

Your Coverage

When visiting a VSP network doctor, you'll receive:
Exam.....every 12 months

Prescription Glasses

Lensesevery 12 months
Single vision, lined bifocal and lined trifocal lenses.

Framesevery 12 months
Frame of your choice covered up to \$ 120. Plus, 20% off any out-of-pocket costs.

—OR—

Contactsevery 12 months
When you choose contacts instead of glasses, your \$120 allowance applies to the cost of your lenses and the fitting and evaluation exam. This exam is in addition to your vision exam to ensure proper fit of contacts.

Advantages of Coverage

Without coverage, an exam and prescription glasses can cost \$300 or more. With VSP coverage, you'll save. Plus, with pre-tax payroll deductions, you'll be budgeting for your eyecare while reducing your taxable income.

Your Copays

Exam\$10
Prescription Glasses\$25
ContactsNo copay applies

Extra Discounts and Savings

Laser Vision Correction Discounts

Prescription Glasses

- Up to 20% savings on lens extras such as scratch resistant and anti-reflective coatings and progressives
- 20% off additional prescription glasses and sunglasses

Contacts

- Exclusive pricing on annual supplies of popular brands

Dollar for dollar you get the best value from your VSP benefit when you visit a VSP network doctor. If you decide not to see a VSP doctor, copays still apply. You'll also receive a lesser benefit and typically pay more out-of-pocket. You are required to pay the provider in full at the time of your appointment and submit a claim to VSP for partial reimbursement. If you decide to see a provider not in the VSP network, call us first at 800-877-7195.

Reimbursement Amounts:

Exam.....Up to \$25
Lenses:
Single Vision.....Up to \$30
BifocalUp to \$35
Trifocal.....Up to \$45
FrameUp to \$45
Contact Lenses.....Up to \$105

Rates

Employee	\$7.85
Employee + Spouse	\$12.45
Employee + Child(ren)	\$12.73
Family	\$20.50

VSP guarantees service from VSP network doctors only.

In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

Rates valid for two years from the effective date of coverage